File No: 00-725

Prepared By: Bridgforth & Buntin P. O. Box 241 Southaven, MS 38671

LEWIS MORROW, JR.

BK 0379PG 0502

STATE MS.-DESOTO CO.

SEP 18 12 39 PM '00

**WARRANTY DEED** 

BK379 10 Soot WE GRANTOR(S)

TO

GAETANE E. TUTERA, ET UX

GRANTEE(S)

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, and valuable considerations, the receipt of all of which is hereby acknowledged, LEWIS MORROW, JR., does hereby sell, convey and warrant unto GAETANA E. TUTERA and wife, SHERRI L. TUTERA the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 7, Section A, Morrow Crest North, situated in Sections 1 & 2, Township 3 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 62, Pages 6-13, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty in this deed is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in DeSoto County, Mississippi, and further subject to the following building restrictions and restrictive covenants.

- (1) No dwelling constructed in the subdivision shall have less than 1750 heated square feet of floor area.
- (2) Lot shall be used for residential purposes only.
- (3) No obnoxious or offensive activities shall be carried on upon any lot.
- (4) No trailer, mobile home, tent, basement, shack, garage, barn or other structure of a temporary nature to be used as a residence at any time.
- (5) These covenants shall run with the land and shall be binding upon all parties for a period of twenty-five years from the date the plat is recorded, after which time the covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change the covenants in whole or in part.
- (6) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

Taxes for the current year have been reverse pro-rated on an estimated basis and will be paid by Grantor upon receipt of tax bill.

Possession is to be given with deed.

WITNESS my signature this the <u>lst</u> day of <u>September 2000</u>.

ĽEWIS MORROW. JR.

## BK 0379PG 0503

STATE OF OKlahama COUNTY OF Ollohun

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this 612 day of September, 2000 within my jurisdiction, the within named LEWIS MORROW, JR., who acknowledged that he executed the above and foregoing LEWIS MORROW, JR., who acknowledge instrument

My Commission expires:

Gramor Address & Phone:

2525 Narthwest Expressway, Suite 103
0klahoma City, 0K 73112

(W) 1-405-842-6226

(H) 1-405-842-3399

**NOTARY PUBLIC** Grantee Address & Phone:

220 Laundrs Rd.

Coldwater, MS 38618

1-901-795-4121 (W)

1-662-233-0167 (H)